

9. **SPECIFIC REMEDIES OF CF.**

The parties agree this independent contract for growing of pigs is unique in nature. The parties further agree that CF relies upon the Producer's Facilities for proper production of hogs owned by it. Accordingly, in the event that Producer is in default and whether or not this Agreement is terminated on account thereof, CF at its option shall specifically retain the right to:

- A. Discontinue payments to Producer (except as provided below). CF may also take possession of the Producer's Facility and to make monthly payments based on payment schedules that are owing to the pre-existing third-party lender and in all respects to continue growing pigs at Producer's Facility under CF's exclusive direction and control for the balance of this contract term.
- B. Producer specifically consents to CF taking possession of said premises in the event of default. Producer agrees not to hinder or in any way interfere with CF's use, possession or quiet enjoyment of the premises. Producer agrees to permit CF to continue to maintain access to all water and utilities, ingress and egress, and land for manure disposal necessary to operate the Facility. Producer agrees to otherwise cooperate with CF's taking possession and continuing to raise pigs in the Facility. In connection therewith, Producer has executed the Easement/Assignment attached hereto.
- C. If CF chooses to exercise the option to take possession of the facility, it shall pay an annual rental of \$_____ per year to Producer for as long as it has possession under the remaining term of the contract. CF reserves the right to make and Producer consents to all or a portion of such payments being made to any pre-existing third-party lender or other party where failure to make payments to that party would in CF's determination cause its use, possession and quiet enjoyment of the premises to be placed in jeopardy. CF reserves the right to make such payments annually, monthly, or on such other basis as CF determines appropriate. CF also reserves the right to terminate the annual rental payments together with its use of Producer's premises at any time. If CF exercises its rights under this paragraph, then so long as it is in possession it shall ensure the payment of all real estate taxes, insurance and utilities. At the end of possession, CF shall return the Facility to Producer in as good a condition as at the time of taking possession, normal wear and tear excepted.
- D. CF, at its option, may perform any of the duties required of the Producer under this contract to the extent necessary to cure Producer's default. If CF so performs, it may deduct \$_____ per hour for performance of these duties from the Producer's next payment.
- E. CF reserves the right to deduct from Producer's payments such amounts as may be necessary to pay and/or otherwise satisfy third party claims. Such claims include, but are not limited to mechanics liens, claims of judgment and other